

## KEY PERSONNEL (FEB 1988)

(a) The Contractor shall assign to this contract the following key personnel:

(b) During the first ninety (90) days of performance, the Contractor shall make no substitutions of key personnel unless the substitution is necessitated by illness, death, or termination of employment. The Contractor shall notify the Contracting Officer within 15 calendar days after the occurrence of any of these events and provide the information required by paragraph (c) below. After the initial 90-day period, the Contractor shall submit the information required by paragraph (c) to the Contracting Officer at least 15 days prior to making any permanent substitutions.

(c) The Contractor shall provide a detailed explanation of the circumstances necessitating the proposed substitutions, complete resumes for the proposed substitutes, and any additional information requested by the Contracting Officer. Proposed substitutes should have comparable qualifications to those of the persons being replaced. The Contracting Officer will notify the Contractor within 15 calendar days after receipt of all required information of the decision on substitutions. The contract will be modified to reflect any approved changes of key personnel.

(End of clause)

*\*Contracting Officer shall insert appropriate information.*

**452.237-75 Restrictions Against Disclosure.**

As prescribed in 437.110(f), insert a clause substantially as follows:

## RESTRICTIONS AGAINST DISCLOSURE (FEB 1988)

(a) The Contractor agrees, in the performance of this contract, to keep all information contained in source documents or other media furnished by the Government in the strictest confidence. The Contractor also agrees not to publish or otherwise divulge such information in whole or in part, in any manner or form, nor to authorize or permit others to do so, taking such reasonable measures as are necessary to restrict access to such information while in the Contractor's possession, to those employees needing such information to perform the work provided herein, i.e., on a "need to know" basis. The Contractor agrees to immediately notify in writing, the Contracting Officer, named herein, in the event that the Contractor determines or has reason to suspect a breach of this requirement.

(b) The Contractor agrees not to disclose any information concerning the work under this contract to any persons or individual unless prior written approval is obtained from the Contracting Officer. The Contractor

agrees to insert the substance of this clause in any consultant agreement or subcontract hereunder.

(End of clause)

**452.237-76 Progress Reporting.**

As prescribed in 437.270(a), insert a clause substantially as follows:

## PROGRESS REPORTING (FEB 1988)

The Contractor shall submit a progress report —\*—, covering work accomplished during that period of the contract performance. The progress report shall be brief and factual and shall be prepared in accordance with the following format:

(a) A cover page containing:

- (1) Contract number and title;
- (2) Type of report, sequence number of report, and period of performance being reported;
- (3) Contractor's name and address;
- (4) Author(s); and
- (5) Date of report.

(b) Section I—An introduction covering the purpose and scope of the contract effort. This shall be limited to one paragraph in all but the first and final month's narrative.

(c) Section II—A description of overall progress plus a separate description of each task or other logical segment of work on which effort was expended during the report period. The description shall include pertinent data and/or graphs in sufficient detail to explain any significant results achieved.

(d) Section III—A description of current technical or substantive performance, and any problem(s) which may impede performance along with proposed corrective action.

(e) Section IV—A planning schedule shall be included with the first progress report for all assigned tasks required under the contract, along with the estimated starting and completion dates for each task. The planning schedule shall be updated and submitted with each subsequent technical progress report, including an explanation of any difference between actual progress and planned progress, why the differences have occurred, and—if behind planned progress—what corrective steps are planned.

(f) Section V—If applicable, financial information shall be submitted for each major task or line item cost. Data shall include:

- (1) The total estimated cost budgeted (fee excluded)
- (2) The estimated cost expended during the current reporting period
- (3) Identification of direct labor hours of prime contractor and subcontractor(s) and/or consultant(s), if applicable
- (4) Total project to-date expenditures
- (5) Total remaining funds.

## Department of Agriculture

(End of clause)

*\*Contracting Officer shall insert frequency of reporting requirement.*

### **452.237-77 Identification of Contract Deliverables.**

As prescribed in 437.270(b), insert the following clause:

#### IDENTIFICATION OF CONTRACT DELIVERABLE (FEB 1988)

Unless otherwise specified by the Contracting Officer in writing, all documents prepared and submitted by the Contractor to the Government under this contract shall include the following information on the cover page of each document:

- (a) Name and business address of the contractor
- (b) Contract number
- (c) Total dollar amount of contract including any modifications thereto
- (d) Whether the contract was subject to full and open competition
- (e) Name, position, and office location of the USDA Contracting Officer's Representative
- (f) Date of report.

(End of clause)

### **452.237-78 Contracts with Consulting Firms for Services.**

As prescribed in 437.270(c), insert a clause substantially as follows:

#### CONTRACTS WITH CONSULTING FIRMS FOR SERVICES (FEB 1988)

Offerors are specifically cautioned that any firm(s) receiving a contract award to provide the services described herein will be prohibited from competing for or receiving a contract to perform \_\_\_\_\*\_\_\_\_.

(End of clause)

*\*Contracting Officer shall insert the appropriate information.*

### **452.242-70 Estimated and Allowable Costs.**

As prescribed in 442.704, insert a clause substantially as follows:

#### ESTIMATED AND ALLOWABLE COSTS (FEB 1988)

(a) Estimated Costs. The estimated cost of this contract is \$\_\_\_\_\*\_\_\_\_, which consists of \$\_\_\_\_\*\_\_\_\_ for reimbursable costs and \$\_\_\_\_\*\_\_\_\_ for fixed fee. These costs shall be subject to the provisions of FAR clauses: 52.232-20, Limitation of Cost; 52.216-7, Allowable Cost and Payments; and clause 52.216-8, Fixed Fee.

(b) Allowable Costs. (1) Final annual indirect cost rate(s) and the appropriate base(s)

## 452.245-70

shall be established in accordance with FAR Subpart 42.7 in effect for the period covered by the indirect cost rate proposal.

(2) Until final annual indirect cost rates are established for any period, the Government shall reimburse the Contractor at billing rates established by the appropriate Government Representative in accordance with FAR 42.704, subject to adjustment when the final rates are established. The established billing rates are currently as follows:  
\_\_\_\_\*\_\_\_\_

(End of clause)

*\*Contracting Officer shall insert appropriate dollar amounts.*

*\*\*Contracting Officer shall insert billing rate data.*

*Alternate I* (Feb 1988). As prescribed in 442.704, substitute a paragraph (a) substantially as follows in cost-no-fee contracts:

(a) Estimated Costs. The estimated cost of this contract is \$\_\_\_\_\*\_\_\_\_. This cost shall be subject to the provisions of FAR clauses 52.232-20, Limitation of Cost and 52.216-7, Allowable Cost and Payments.

*\*Contracting Officer shall insert appropriate dollar amount.*

*Alternate II* (Feb 1988). As prescribed in 442.704, substitute a paragraph (a) substantially as follows in cost-plus-incentive-fee contracts:

(a) Estimated Costs. The estimated cost of this contract is \$\_\_\_\_\*\_\_\_\_, which consists of \$\_\_\_\_\*\_\_\_\_ for reimbursable costs, \$\_\_\_\_\*\_\_\_\_ for base fee, and \$\_\_\_\_\*\_\_\_\_ for incentive fee. These costs shall be subject to the provisions of FAR clauses 52.232-20, Limitation of Cost; 52.216-7, Allowable Cost and Payments; and 52.216-10, Incentive Fee.

*\*Contracting Officer shall insert appropriate contract amounts.*

*Alternate III* (Feb 1988). As prescribed in 442.704, substitute a paragraph (a) substantially as follows in cost-plus-award-fee contracts:

(a) Estimated Costs. The estimated cost of this contract is \$\_\_\_\_\*\_\_\_\_, which consists of \$\_\_\_\_\*\_\_\_\_ for reimbursable costs, \$\_\_\_\_\*\_\_\_\_ for base fee, and \$\_\_\_\_\*\_\_\_\_ for award fee. These costs shall be subject to the provisions of FAR clauses 52.232-20, Limitation of Cost; 52.216-7, Allowable Cost and Payments; and 52.216-10, Incentive Fee.

*\*Contracting Officer shall insert appropriate contract amounts.*

### **452.245-70 Government-Furnished Property.**

As prescribed in 445.106, insert the following clause:

#### GOVERNMENT-FURNISHED PROPERTY (FEB 1988)

The Government will provide the following item(s) of Government property to the contractor for use in the performance of this

#### 452.245-71

contract. This property shall be used and maintained by the Contractor in accordance with the provisions of the "Government Property" FAR clause contained elsewhere in the contract.

Item No. \_\_\_\_\*\_\_\_\_

Description \_\_\_\_\*\_\_\_\_

Quantity \_\_\_\_\*\_\_\_\_

Delivery Date \_\_\_\_\*\_\_\_\_

(End of clause)

*\*Contracting Officer shall insert appropriate data.*

#### 452.245-71 Government Property—Facilities Use.

As prescribed in 445.302-7, insert a clause substantially as follows:

GOVERNMENT PROPERTY—FACILITIES USE  
(FEB 1988)

In the performance of this contract, the Contractor is authorized to use on a no-charge, noninterference basis, the following Government-owned facilities. The facilities shall be used and maintained in accordance with the provisions of the "Government Property (Facilities Use)" FAR clause contained elsewhere in the contract.

(End of clause)

#### 452.246-70 Inspection and Acceptance.

As prescribed in 446.370, insert a clause substantially as follows:

INSPECTION AND ACCEPTANCE (FEB 1988)

(a) The Contracting Officer or the Contracting Officer's duly authorized representative will inspect and accept the supplies and/or services to be provided under this contract.

(b) Inspection and acceptance will be performed at: \_\_\_\_\*\_\_\_\_

(End of clause)

*\*Contracting Officer shall insert appropriate identifying data.*

*Alternate 1* (Feb 1988). As prescribed in 446.370, substitute a paragraph (b) and add a paragraph (c):

(b) Inspection will be performed at:  
\_\_\_\_\*\_\_\_\_

(c) Acceptance will be performed at:  
\_\_\_\_\*\_\_\_\_

(End of clause)

*\*Contracting Officer shall insert appropriate identifying data.*

#### 452.247-70 Delivery Location.

As prescribed in 447.302, insert a clause substantially as follows:

#### 48 CFR Ch. 4 (10-1-96 Edition)

DELIVERY LOCATION (FEB 1988)

Shipment of deliverable items, other than reports, shall be to: \_\_\_\_\*\_\_\_\_

(End of clause)

*\*Contracting Officer shall insert appropriate identifying data.*

#### 452.247-71 Marking Deliverables.

As prescribed in 447.305-10, insert a clause substantially as follows:

MARKING DELIVERABLES (FEB 1988)

(a) The contract number shall be placed on or adjacent to all exterior mailing or shipping labels of deliverable items called for by the contract.

(b) Mark deliverables, except reports, for:  
\_\_\_\_\*\_\_\_\_

(End of clause)

*\*Contracting Officer shall insert the appropriate information.*

#### 452.247-72 Packing for Domestic Shipment.

As prescribed in 447.305-10(b), insert the following clause:

PACKING FOR DOMESTIC SHIPMENT (FEB 1988)

Material shall be packed for shipment in such a manner that will insure acceptance by common carriers and safe delivery at destination. Containers and closures shall comply with the Interstate Commerce Commission regulations, Uniform Freight Classification Rules, or regulations of other carriers as applicable to the mode of transportation.

(End of clause)

#### 452.247-73 Packing for Overseas Shipment.

As prescribed in 447.305-10(c), insert the following clause:

PACKING FOR OVERSEAS SHIPMENT (FEB 1988)

Supplies shall be packed for overseas shipment in accordance with the best commercial export practice suitable for water movement to arrive undamaged at ultimate destination.

(End of clause)

#### 452.252-70 List of Attachments.

To meet the requirement of FAR 14.201-4, insert a listing in all solicitations and contracts where there will be attachments listed in Section J.

## Department of Agriculture

453.270

### LIST OF ATTACHMENTS (FEB 1988)

The Contracting Officer shall insert appropriately identified list of documents, exhibits and other attachments by title, date, and number of pages.

## PART 453—FORMS

Sec.

453.000 Scope of part.

### Subpart 453.1—General

453.103 Exceptions.

453.108 Recommendations concerning forms.

### Subpart 453.2—Prescription of Forms

453.200 Scope of subpart.

453.204 Administrative matters.

453.204-2 Contract reporting (AD-760).

453.213 Small purchase and other simplified purchase procedures (AD-744 and AD-838).

453.270 Request for contract action (AD-700).

### Subpart 453.3—Illustrations of Forms

453.300 Scope of subpart.

453.303 Agency forms.

453.303-700 Procurement Request (AD-700).

453.303-744 Purchase Order-Invoice-Voucher (AD-744).

453.303-760 Report of Individual Procurement (AD-760).

453.303-838 Purchase Order (AD-838).

AUTHORITY: 5 U.S.C. 301 and 40 U.S.C. 486(c).

SOURCE: 49 FR 12132, Mar. 28, 1984, unless otherwise noted.

### 453.000 Scope of part.

This part: (a) Prescribes Department of Agriculture (AD) forms for use in acquisition, (b) contains requirements and information generally applicable to AD forms and forms prescribed by FAR Part 53, and (c) illustrates AD forms.

### Subpart 453.1—General

#### 453.103 Exceptions.

(a) The contracting officer shall submit requests for exceptions to forms prescribed in FAR Part 53 through the HCA to the Director, Office of Operations, for referral to the GSA.

(b) Requests for exceptions to AD forms prescribed in Part 453 shall be handled as individual or class devi-

ations, as appropriate (see Subpart 401.4).

#### 453.108 Recommendations concerning forms.

Contract officers shall submit recommendations for new forms or to revise, eliminate, or consolidate forms prescribed by FAR 53 and Part 453 through the HCA to the Director, Office of Operations, for consideration or referral to the Civilian Agency Acquisition Council (CAAC), as appropriate.

### Subpart 453.2—Prescription of Forms

#### 453.200 Scope of subpart.

This subpart prescribes Department of Agriculture (AD) forms for use in acquisition. Consistent with the approach used in FAR Subpart 53.2, this subpart is arranged by subject matter, in the same order as, and keyed to, the parts of the AGAR in which the form usage requirements are addressed.

#### 453.204 Administrative matters.

#### 453.204-2 Contract reporting (AD-760).

Form AD-760, *Report of Individual Procurement*, is prescribed by the USDA Procurement Reporting System, for reporting contract actions over \$10,000 (see 404.601(b)).

#### 453.213 Small purchase and other simplified purchase procedures (AD-744 and AD-838).

(a) Form AD-744, *Purchase Order-Invoice-Voucher*, is prescribed for use as an over-the-counter purchase document (see 413.505-3(a)).

(b) Form AD-838, *Purchase Order*, is prescribed for use as a small purchase/delivery order document (see 413.505-2).

#### 453.270 Request for contract action (AD-700).

Form AD-700, *Procurement Request*, is prescribed as the contract requisition document for contracting activities in USDA.